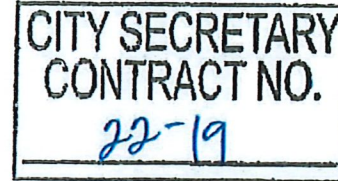




Wiss, Janney, Elstner Associates, Inc.
6363 N. State Highway 161, Suite 550, Irving, Texas 75038
972.550.7777 tel
Texas Registered Engineering Firm F-0093
www.wje.com

March 15, 2022

Mr. Michael Queen
Aquatics Supervisor, City of Keller
405 Rufe Snow Dr.
Keller, Texas 76248



Keller Pointe Indoor Swimming Pool
Structural Assessment and Remediation
Fee Proposal for Engineering Services - Phase 1
WJE No. 2022.1644.0

Dear Mr. Queen:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to submit this fee proposal for engineering services related to structural assessment of a concrete deck surrounding the indoor swimming pool at Keller Pointe recreation facility, located at 405 Rufe Snow Drive in Keller, Texas. This proposal describes a scope of Phase 1 services and an approximate estimate of the cost associated with providing those services.

DESCRIPTION AND BACKGROUND

The swimming pool is located in a one-story building that was constructed approximately 20 years ago. Original design drawings indicate that the deck surrounding the pool is a two-way structural concrete slab spanning between drilled piers, grade beams, and pool walls. An intentional void space of 8-inch high is present under the slab. The void space isolates the structural slab from potential detrimental movement of expansive soils likely present at the site.

We understand that a renovation project was initiated in fall 2021 that included removal of the surfacing material on the deck surrounding the pool. We also understand that the project scope was expanded to include removal of the underlying concrete slab due to observed deterioration in the concrete. A cursory site visit was performed by the undersigned on March 8, 2022, to view conditions related to the slab removal. The removal area surrounded the pool and extended to the main walls of this section of the building. Figure 1 is a structural plan that has been annotated to indicate the pool shell and approximate extent of slab removal. Figures 2 and 3 shown general views of conditions observed during the visit.

Engineering design services related to the renovation project have been and are continuing to be provided by The Brannon Corporation (Brannon) of Tyler, Texas. Some of the background information regarding the project and current conditions have been provided to WJE by Travis Bozick, PE, of Brannon.

PHASES OF SERVICES

We proposal to initiate a multi-phased investigative and rehabilitation program to assess current conditions, develop remedial measures, and provide assistance during implementation of the remedial measures. The following three phases are envisioned:

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Doylestown | Honolulu | Houston | Indianapolis
London | Los Angeles | Milwaukee | Minneapolis | New Haven | Northbrook (HQ) | New York | Philadelphia | Pittsburgh
Portland | Princeton | Raleigh | San Antonio | San Diego | San Francisco | Seattle | South Florida | Washington, DC



- Phase 1: Condition Assessment and Development of Remediation Options
- Phase 2: Drawings and Specifications
- Phase 3: Construction Administration

This proposal is limited to Phase 1 services. Once Phase 1 has been completed and we have a better understanding of the extent and method of remediation, we will be able to develop a proposal for the remaining phases of service

SCOPE OF PHASE 1

The scope of Phase 1 will generally consist of assessing current structural conditions and developing available options for remedial action. Primary tasks are described below.

- **Task A - Document Review.** This task includes researching and reviewing original design drawings, current project design drawings, photographs, geotechnical report(s), and other documents related to the concrete slab or building.
- **Task B - Field Investigation.** This task includes site visits to observe, assess, and test the condition of the existing concrete slab. During visits, we will identify and document significant cracks, separations, spalls, patches, or other indications of potential distress or deterioration around the slab perimeter. The focus of our efforts will be adjacent to saw-cutting and selective demolition that has been performed. Mechanical sounding will be used as appropriate to assess the presence of near-surface delaminations. Testing will be performed using ground penetrating radar (GPR) to determine the location and placement of embedded reinforcing steel bars at selected locations. Assistance will be needed from a contractor in excavating soil in order to expose piers, beams, and other concealed elements. This proposal excludes the cost of such assistance.
- **Task C - Evaluation and Analysis.** Structural calculations will be performed of the existing and replacement slabs for ability to support code-required design loads. If laboratory studies are required to evaluate the level of chlorides in the existing concrete, material sampling may be necessary. The cost of extracting samples and performing the laboratory testing is not included in this proposal.
- **Task D - Schematic Repair Development.** Two primary remedial options will be considered for the replacement slab – structural and grade-supported. The structural option will essentially consist of an in-kind replacement, with accommodation for existing conditions. The grade-supported option will consist of installing fill material and casting new concrete on top of the fill. The scope of this task includes preparation of schematic drawings, details, and specifications that will allow a contractor or cost consultant to develop a schematic-level cost estimate to aid in budgeting. We anticipate that a 24x36 drawing sheet will be prepared for each of the two options.
- **Task E - Consultation.** We will provide verbal reports during the course of Tasks A through D to keep you apprised of our progress and interim findings. After Task D, we will attend a face-to-face meeting at the site to review findings, answer questions, and discuss the scope of remediation. This meeting should take place after construction cost and schedule information has been made available.



COST OF PHASE 1 SERVICES

We propose to provide our services on a time and expense basis using standard hourly bill rates as shown in Table 1. The majority of work is expected to be performed by personnel having a billing rate in the range of \$175 to \$225 per hour.

Table 1. Hourly Billing Rates

Professional Staff		Professional Support Staff	
Senior Principal	\$370.00	Senior Specialist	\$165.00
Principal	\$300.00	Specialist	\$145.00
Associate Principal	\$250.00		
Senior Associate	\$225.00	Senior Technician	\$125.00
Associate III	\$195.00	Technician II	\$110.00
Associate II	\$175.00	Technician I	\$95.00
Associate I	\$130.00		

All services will be provided in accordance with our *Terms and Conditions for Professional Services*, copy attached. A time and expense basis allows flexibility in modifying the scope of services in order to respond to condition encountered during the investigation or other Phase 1 tasks. Such a fee arrangements will facilitate a more expeditious completion of services as it avoids the necessity of pausing work in order to request written authorization each time a change in scope is needed.

Due to the nature of investigative assignments, it is difficult to come up with a reliable estimate of the full effort that will be required to address all items and questions that may arise. Without knowing the full effort, it is difficult to predict the cost of services. We understand the necessity of having at least a preliminary estimate of the cost of service for budgeting purposes. Based on the limited information we have at this time and our general experience with somewhat similar assignments, we recommend that you establish a preliminary budget of \$19,400 for Phase 1 services. An approximate breakdown of this figure is given in Table 2.

Table 2. Breakdown of Recommended Budget (Phase 1 only)

Task	Description	Fee	Comments
A	Document Review	\$ 2,300	Includes planning, mobilization, and initial structural calculations
B	Field Investigation	\$ 7,200	Allows for two days of 2-person team
C	Analysis & Evaluation	\$ 4,800	Detailed study of field conditions; cost of lab studies excluded
D	Schematic Repairs	\$ 4,200	Conceptual drawings of two remedial options
E	Consultation	\$ 900	Discuss remedial options
Total Ph. 1 (preliminary):		\$19,400	



Mr. Michael Queen
Aquatics Supervisor, City of Keller
March 15, 2022
Page 4

COST OF PHASES 2 AND 3


The cost of Phases 2 and 3 will be determined largely by the remedial approach that is selected and the associated costs of construction. Once Phase 1 has concluded and a specific method of repair is selected, we will be able to provide a fee proposal for Phase 2 and 3 services.

CLOSING


Thank you for contacting Wiss, Janney, Elstner Associates, Inc. and giving us the opportunity to submit this proposal. If you are in agreement with the terms and conditions set forth in this proposal, please acknowledge your agreement by signing in the space designated below and returning a signed copy to our office. We look forward to assisting you and the City of Keller in a prompt and professional manner.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.


Michael W. Lee, PE
Principal and Project Manager

Agreed and Approved (Phase 1 Services only):

Signature: 
Printed Name: Mark B. Hufner
Title: City manager
As Agent or Principal for: City of Keller
Date: 3/15/22



Wiss, Janney, Elstner Associates, Inc.
 330 Pfingsten Road
 Northbrook, IL 60062
 847.272.7400 tel | 847.291.9930 fax
 wje.com

Please mail invoice remittance to: P.O. Box 204645, Dallas, TX 75320-4645
 Due Upon Receipt | TIN: 36-2757956

The City of Keller Texas
 Attn: Accounts Payable
 PO Box 770
 Keller, TX 76244

April 22, 2022
 Project No: 2022.1644.0
 Invoice No: 0511373
 Project Manager: Michael Lee
 Unit: 06

Contact: Queen, Michael

KELLER POINTE INDOOR SWIMMING POOL
 405 RUFÉ SNOW DR, KELLER, TX
 STRUCTURAL ASSESSMENT PHASE 1 - 63% COMPLETE
 PO NUMBER: 220211

Professional Services Through April 17, 2022

Professional Personnel

	Hours	Rate	Amount	
Principal	19.25	300.00	5,775.00	
Associate Principal	1.00	250.00	250.00	
Senior Associate	2.50	225.00	562.50	
Associate III	17.75	195.00	3,461.25	
Technician I	20.25	95.00	1,923.75	
Totals	60.75		11,972.50	
Total Labor				11,972.50

Reimbursable Expenses

Mileage	1.0 times	62.40	62.40
Subsistence	1.05 times	12.77	13.41
Outside Services	1.1 times	100.00	110.00
Total Reimbursables		175.17	185.81

Unit Billing

Company Auto Mileage - truck or van	23.40	
Total Units	23.40	23.40

Total this Invoice \$12,181.71

Date Received 4/22/22 Preparer L Weiler
 Approver [Signature] City Manager
 Account Number 125-65-658-5888 PO# 220211
 Account Number _____ PO# _____
 Account Number _____ PO# _____
 Account Number _____ PO# _____

Billing Backup

Thursday, April 21, 2022

Wiss, Janney, Elstner Associates, Inc.

Invoice 0511373 Dated 4/22/2022

11:34:45 AM

Professional Personnel

			Hours	Rate	Amount
	Principal				
0754	Lee, Michael	3/8/2022	2.00	300.00	600.00
	Site visit				
0754	Lee, Michael	3/12/2022	1.00	300.00	300.00
	Program development				
0754	Lee, Michael	3/13/2022	.25	300.00	75.00
	Program development				
0754	Lee, Michael	3/14/2022	.75	300.00	225.00
	Program development; cnslt w/PBL and issue proposal (draft); email reply re schedule				
0754	Lee, Michael	3/15/2022	.50	300.00	150.00
	Program development; scheduling				
0754	Lee, Michael	3/21/2022	.50	300.00	150.00
	Coordinate ISV; review incoming emails				
0754	Lee, Michael	3/22/2022	1.50	300.00	450.00
	Site visit				
0754	Lee, Michael	3/24/2022	.25	300.00	75.00
	Cnslt w/staff; initial review of CAD layout				
0754	Lee, Michael	3/25/2022	.25	300.00	75.00
	Review incoming docs				
0754	Lee, Michael	3/29/2022	.50	300.00	150.00
	Initial review incoming Soils Report and Const Progress Photos from arch; forward to team				
0754	Lee, Michael	4/5/2022	.50	300.00	150.00
	Review field notes				
0754	Lee, Michael	4/6/2022	7.00	300.00	2,100.00
	Work on drawings (2 options); product research; write GNotes; redline drwgs; cnslt w/geotech; issue to Client late p.m. with email text				
0754	Lee, Michael	4/7/2022	.50	300.00	150.00
	Cnslt w/geotech re Terramar report				
0754	Lee, Michael	4/8/2022	1.50	300.00	450.00
	Site visit and meeting; partial travel; review structural analysis with MS; research epoxy bars				
0754	Lee, Michael	4/11/2022	.75	300.00	225.00
	Cnslt w/staff re repair status				
0754	Lee, Michael	4/12/2022	.50	300.00	150.00
	Cnslt w/MQueen RFIs; note to Travis re rebar				
0754	Lee, Michael	4/14/2022	.25	300.00	75.00
	Cnslt w/LAFP re epoxy bars and corrosion protection				
0754	Lee, Michael	4/15/2022	.75	300.00	225.00
	Research rebar coupler epoxy coating				
	Associate Principal				
2423	Larson, Peter	3/14/2022	1.00	250.00	250.00
	Project development				
	Senior Associate				
2597	Lee, Yonghoon	4/6/2022	1.00	225.00	225.00
	Geotechnical discussion				

Project	2022.1644.0	KELLER POINTE INDOOR POOL			Invoice	0511373
2597	Lee, Yonghoon	4/7/2022	1.50	225.00	337.50	
	Geotechnical discussion					
	Associate III					
2588	Suarez, Michael	3/15/2022	.50	195.00	97.50	
	Document review					
2588	Suarez, Michael	3/21/2022	.50	195.00	97.50	
	Prep for site visit					
2588	Suarez, Michael	3/22/2022	7.00	195.00	1,365.00	
	Site visit					
2588	Suarez, Michael	3/23/2022	.75	195.00	146.25	
	Coordination for repair drawings					
2588	Suarez, Michael	3/24/2022	2.00	195.00	390.00	
	Develop conceptual repair drawings					
2588	Suarez, Michael	3/25/2022	3.50	195.00	682.50	
	Develop conceptual repair drawings					
2588	Suarez, Michael	3/28/2022	1.50	195.00	292.50	
	Develop repair documents					
2588	Suarez, Michael	4/4/2022	.50	195.00	97.50	
	Develop schematic repair drawings					
2588	Suarez, Michael	4/5/2022	.50	195.00	97.50	
	Develop schematic repair drawings					
2588	Suarez, Michael	4/6/2022	.25	195.00	48.75	
	Schematic repair drawings					
2588	Suarez, Michael	4/8/2022	.75	195.00	146.25	
	Structural analysis, internal discussion					
	Technician I					
2906	Baker, Alva	4/4/2022	7.75	95.00	736.25	
	Produced Cad Drawings					
2906	Baker, Alva	4/5/2022	6.50	95.00	617.50	
	Produced Cad Drawings					
2906	Baker, Alva	4/6/2022	6.00	95.00	570.00	
	Produced Cad Drawings					
	Totals		60.75		11,972.50	
	Total Labor					11,972.50
Reimbursable Expenses						
Mileage						
EX	0346485	3/8/2022	Lee, Michael / Per. auto - 38 mi. at 0.60/mi.		22.80	
EX	0347751	3/22/2022	Lee, Michael / Per. auto - 36 mi. at 0.60/mi.		21.60	
EX	0348381	4/8/2022	Lee, Michael / Per. auto - 30 mi. at 0.60/mi.		18.00	
				1.0 times	62.40	62.40
Subsistence						
EX	0347757	3/22/2022	Suarez, Michael / Meal		12.77	
				1.05 times	12.77	13.41
Outside Services						
AP	0516273	3/30/2022	ARVEL BAKER CONSULTANT SERVICES (ALVA ARVEL BAKER) / CAD WORK		100.00	
				1.1 times	100.00	110.00
	Total Reimbursables				175.17	185.81
Unit Billing						
	Company Auto Mileage - truck or van				23.40	
	Total Units				23.40	23.40

Project	2022.1644.0	KELLER POINTE INDOOR POOL	Invoice	0511373
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Total this Project	\$12,181.71
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Total this Report	\$12,181.71
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Wiss, Janney, Elstner Associates, Inc.
6363 N. State Highway 161, Suite 550, Irving, Texas 75038
972.550.7777 tel
Texas Registered Engineering Firm F-0093
www.wje.com

July 7, 2022

Mr. Michael Queen
Aquatics Supervisor, City of Keller
405 Rufe Snow Dr.
Keller, Texas 76248

Keller Pointe Indoor Swimming Pool

Replacement of Structural Concrete Deck - Fee Proposal for Engineering Services, Phase 2
WJE No. 2022.1644.0

Dear Mr. Queen:

Wiss, Janney, Elstner Associates, Inc. (WJE), is pleased to submit this fee proposal for Phase 2 services related to structural repair of a concrete deck surrounding the indoor swimming pool at The Keller Pointe recreation facility located in Keller, Texas. This proposal describes a scope of services and an estimate of the cost associated with providing those services.

DESCRIPTION AND BACKGROUND

The swimming pool is undergoing a renovation project that includes replacement of the surrounding concrete slab. The contractor is Sunbelt Pools. WJE was retained by The City of Keller (City) in March 2022 to conduct Phase 1 services, which consisted of a structural condition assessment and development of schematic options for slab replacement. The Phase 1 services were completed in April 2022. The City selected the option of a structural floor slab.

SCOPE OF PHASE 2 SERVICES

The scope of Phase 2 consists of developing drawings and specifications for a structural floor slab surrounding the pool. Primary tasks are described below.

- **Task A - Site Visits.** We will conduct site visits to obtain measurements, conduct testing, and examine as-built and as-demolished conditions. Exploratory openings will be examined to better understand deviations between as-built conditions and the design shown on original drawings. This information will be reviewed in order to develop a final design that can be accommodated within the constraints of the existing structure and desired performance objectives.
- **Task B - Drawing and Specifications.** We will prepare construction documents to depict the slab thickness, reinforcing steel, connections, dowels, concrete materials, and other design criteria and construction details for the replacement floor system. Primary openings through the slab (i.e., for valve access) will be analyzed and supplemental details will be provided as required. Specifications will consist of notes on the drawing. Structural analyses and repair product and method research will be performed. The documents will be suitable for pricing, permitting, and construction, and will bear the seal of a licensed engineer.



- **Task C - Meetings and Consultation.** We will convene meetings at the project site as the drawings are being developed to receive input from the City and contractor regarding alternative construction methods or products. We will also advise the City and contractor of needed information such as product technical data for drains, valves, piping, and other items proposed for penetrating or being encased within the slab. In addition, we will inform the City of cracking in the replacement concrete slab that can be reduced but not eliminated.

FUTURE SERVICES

After completion of Phase 2, we require that WJE be retained to perform construction administration services. The construction administration portion of the overall project is identified by WJE as Phase 3 services. A proposal for the Phase 3 will be provided as the drawings are nearing completion, and the extent of effort during construction will be better identified.

COST OF PHASE 2 SERVICES

All services will be provided in accordance with our *Terms and Conditions for Professional Services*, copy attached. Due to the nature of designing structural remediation projects, it is difficult to come up with a reliable estimate of the full effort that will be required to address all items that may arise.

Based on the information we have at this time, we recommend that you establish a budget of **\$34,818** for the cost of Phase 2 services. An approximate breakdown of this figure is given in Table 2.

Table 1. Breakdown of Recommended Budget (Phase 2 only)

Description	Fee
A. Site visits (up to 4)	\$ 6,300
B. Drawings and specifications	\$ 24,300
C. Meetings and consultation (up to 2)	\$ 4,220
Subtotal:	\$ 34,820

WORK-IN-PROGRESS

On the basis of verbal authorization and to reduce further delays in the re-opening of the indoor pool, WJE initiated Phase 2 services in May. A partially completed set of drawings has been issued. In addition, a progress invoice (No. 0515495) dated 6/8/2022 has been submitted in the amount of \$23,822.30. Once the drawings have been updated and all necessary Phase 2 services have been completed, we will issue a follow-up invoice. The amount of the follow-up invoice is expected to be approximately \$11,000.

CLOSING

Thank you for giving Wiss, Janney, Elstner Associates, Inc., the opportunity to discuss this project and submit this proposal. If you are in agreement with the terms and conditions set forth in this proposal, please acknowledge your agreement by signing in the space designated below and returning a signed copy to our office.



Mr. Michael Queen
Aquatics Supervisor, City of Keller
July 7, 2022
Page 3

We look forward to continuing to assist you and The City of Keller in a prompt and professional manner.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Michael W. Lee, PE
Principal and Project Manager

MWL:ksm
Attachment: *WJE Terms and Conditions for Professional Services*

Agreed and Approved (Phase 2 only)
Keller Pointe Indoor Swimming Pool
Replacement of Structural Concrete Deck
WJE No. 2022.1644.0

Signature: _____

Printed Name: _____

Title: _____

As Agent or Principal for: _____

Date: _____



Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. **Dispute Resolution.** Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. **Successors and Assigns.** These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. **Insurance.** WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. **Indemnity.** To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. **Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. **Third-Party Beneficiaries.** Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. **Laboratory or Material Testing Services.** Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. **Entire Agreement.** These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. **Severability.** If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



Wiss, Janney, Elstner Associates, Inc.
 330 Pfingsten Road
 Northbrook, IL 60062
 847.272.7400 tel | 847.291.9930 fax
 wje.com

Please mail invoice remittance to: P.O. Box 204645, Dallas, TX 75320-4645
 Due Upon Receipt | TIN: 36-2757956

The City of Keller Texas
 Attn: Accounts Payable
 PO Box 770
 Keller, TX 76244

June 8, 2022
 Project No: 2022.1644.0
 Invoice No: 0515495
 Project Manager: Michael Lee
 Unit: 06

Contact: Queen, Michael

KELLER POINTE INDOOR SWIMMING POOL
 405 RUFÉ SNOW DR, KELLER, TX
 STRUCTURAL ASSESSMENT PHASE 1 = 100% DRAWINGS/SPECIFICATIONS = 75%
 PO NUMBER: 220211

Professional Services Through May 29, 2022

Professional Personnel

	Hours	Rate	Amount
Principal	32.75	300.00	9,825.00
Associate Principal	2.75	250.00	687.50
Associate III	44.00	195.00	8,580.00
Senior Specialist	1.50	165.00	247.50
Technician I	46.50	95.00	4,417.50
Totals	127.50		23,757.50
Total Labor			23,757.50

Reimbursable Expenses

Mileage			64.80
Total Reimbursables	1.0 times	64.80	64.80
Total this Invoice			\$23,822.30

Date Received 6/13/22 Preparer L. Weiler
 Approver [Signature] City Manager
 Account Number 1256558-5888 PO#
 Account Number _____ PO#
 Account Number _____ PO#
 Account Number _____ PO#

did not receive quote for Phase II

Billing Backup

Tuesday, June 7, 2022

Wiss, Janney, Elstner Associates, Inc.

Invoice 0515495 Dated 6/8/2022

9:36:37 AM

Professional Personnel

			Hours	Rate	Amount
Principal					
1173	Lawler, John	5/24/2022	.25	300.00	75.00
	discuss repair durability				
0754	Lee, Michael	4/18/2022	1.00	300.00	300.00
	Cnslt w/MQueen re structural details and alternates; research epoxy coated bar practice; review notes/calcs				
0754	Lee, Michael	4/19/2022	.50	300.00	150.00
	Cnslt w/MQueen re Sunbelt exclusions e.g. mastic; reminder re Stego, carton forms, and wet curing; MQueen gives NTP with Phase 2 plans; fee for CMT; note to file				
0754	Lee, Michael	4/20/2022	.25	300.00	75.00
	Questions from MQueen re adequacy of dowels into pool wall; dowel spacing gridded or staggered				
0754	Lee, Michael	4/27/2022	.25	300.00	75.00
	Review notes				
0754	Lee, Michael	5/11/2022	.25	300.00	75.00
	Cnslt w/rec ctr manager re status				
0754	Lee, Michael	5/19/2022	2.25	300.00	675.00
	SV planning; site visit; partial travel				
0754	Lee, Michael	5/20/2022	3.00	300.00	900.00
	Develop repair details				
0754	Lee, Michael	5/23/2022	4.00	300.00	1,200.00
	Specs; GNotes; cnslt w/MS re grade beam cuts/details				
0754	Lee, Michael	5/24/2022	4.00	300.00	1,200.00
	Analyze reinforcing steel; study orig drwgs; redline WJE drwgs; research slab cover and Stego claw products; edit specs				
0754	Lee, Michael	5/25/2022	6.00	300.00	1,800.00
	Work on details and calcs; review progress drwgs; ACI lap length				
0754	Lee, Michael	5/26/2022	5.00	300.00	1,500.00
	Work on drawings; pre-construction meeting at site; RT travel; put away notes				
0754	Lee, Michael	5/27/2022	5.50	300.00	1,650.00
	Finalize drawings/specs; issue late pm to MQueen				
1258	Smith, Douglas	5/26/2022	.50	300.00	150.00
	Review with Michael Lee				
Associate Principal					
2423	Larson, Peter	5/20/2022	.50	250.00	125.00
	Consulting with Michael Lee regarding slab continuity				
2423	Larson, Peter	5/24/2022	.50	250.00	125.00
	Consulting with Michael Lee regarding corrosion protection and detailing of reinforcing steel				
2423	Larson, Peter	5/25/2022	.75	250.00	187.50
	Consulting with Michael Lee regarding concrete cover and corrosion protection				
2423	Larson, Peter	5/26/2022	.50	250.00	125.00
	Consulting with Michael Lee regarding support of trench drain				
2423	Larson, Peter	5/27/2022	.50	250.00	125.00
	Consulting with Michael Lee regarding bracket design				

Project	2022.1644.0	KELLER POINTE INDOOR POOL			Invoice	0515495
Associate III						
0754	Lee, Michael	5/25/2022	2.00	195.00	390.00	
	Review/edit specs					
2588	Suarez, Michael	5/17/2022	3.00	195.00	585.00	
	Repair drawings					
2588	Suarez, Michael	5/18/2022	3.00	195.00	585.00	
	Repair drawings					
2588	Suarez, Michael	5/19/2022	3.00	195.00	585.00	
	Site visit					
2588	Suarez, Michael	5/20/2022	7.00	195.00	1,365.00	
	Structural analysis, repair drawings					
2588	Suarez, Michael	5/23/2022	7.50	195.00	1,462.50	
	Structural analysis, repair drawings					
2588	Suarez, Michael	5/24/2022	6.00	195.00	1,170.00	
	Structural analysis, repair drawings					
2588	Suarez, Michael	5/25/2022	8.00	195.00	1,560.00	
	Structural analysis, repair drawings					
2588	Suarez, Michael	5/27/2022	4.50	195.00	877.50	
	Structural analysis, repair drawings					
Senior Specialist						
2002	Hussein, Terence	5/24/2022	1.50	165.00	247.50	
	Cad Work					
Technician I						
2906	Baker, Alva	5/18/2022	4.00	95.00	380.00	
	Produced Cad Drawings					
2906	Baker, Alva	5/20/2022	4.25	95.00	403.75	
	Produced Cad Drawings					
2906	Baker, Alva	5/23/2022	4.75	95.00	451.25	
	Produced Cad Drawings					
2906	Baker, Alva	5/24/2022	7.00	95.00	665.00	
	Produced Cad Drawings					
2906	Baker, Alva	5/25/2022	13.00	95.00	1,235.00	
	Produced Cad Drawings					
2906	Baker, Alva	5/26/2022	5.25	95.00	498.75	
	Produced Cad Drawings					
2906	Baker, Alva	5/27/2022	8.25	95.00	783.75	
	Produced Cad Drawings					
	Totals		127.50		23,757.50	
	Total Labor					23,757.50
Reimbursable Expenses						
Mileage						
EX	0351591	5/19/2022	Lee, Michael / Per. auto - 36 mi. at 0.60/mi.		21.60	
EX	0351820	5/19/2022	Suarez, Michael / Mileage		21.60	
EX	0351812	5/26/2022	Lee, Michael / Per. auto - 36 mi. at 0.60/mi.		21.60	
	Total Reimbursables		1.0 times		64.80	64.80
			Total this Project			\$23,822.30
			Total this Report			\$23,822.30



Wiss, Janney, Elstner Associates, Inc.
6363 N. State Highway 161, Suite 550, Irving, Texas 75038
972.550.7777 tel
Texas Registered Engineering Firm F-0093
www.wje.com

July 15, 2022

Mr. Michael Queen
Aquatics Supervisor, City of Keller
405 Rufe Snow Dr.
Keller, Texas 76248

Keller Pointe Indoor Swimming Pool

Structural Assessment and Remediation
Fee Proposal for Engineering Services - Phase 3A
WJE No. 2022.1644.0

Dear Mr. Queen:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to submit this fee proposal for Phase 3A services related to structural repair of a concrete deck surrounding the indoor swimming pool at The Keller Pointe recreation facility located in Keller, Texas. This proposal describes a scope of services and an estimate of the cost associated with providing those services.

DESCRIPTION AND BACKGROUND

The swimming pool is undergoing a renovation project that includes replacement of the surrounding concrete slab. The contractor is Sunbelt Pools. The City of Keller (City) retained WJE in March 2022 to conduct Phase 1 services, which consisted of a structural condition assessment and development of schematic options for slab replacement. The Phase 1 services were completed in April 2022. The City selected the option of a structural floor slab. In May 2022, the City requested that WJE to initiate preparation of construction documents (CDs) depicting the replacement concrete slab. The preparation of CDs has been identified as Phase 2 services, and is currently in progress.

SCOPE OF PHASE 3A SERVICES

Phase 3A represents a subphase of Phase 3 construction administrations services anticipated during the contractor's installation of the replacement slab. Phase 3A was created by WJE at the request of the City in order to allow timely authorization of the initial portion of Phase 3 and facilitate commencement of the contractor's structural concrete work at the site.

We will perform the following specific tasks in Phase 3A:

- Review of contractor-provided submittals (excluding re-submittals or substitution requests)
- One (1) site visit to observe the progress of work after reinforcing steel installation
- Issuance of a brief written memo regarding site visit observations



COST OF SERVICES

We propose to provide our services on a time and expense basis using the standard hourly billing rates used in Phases 1 and 2. A time and expense basis allows flexibility in modifying the scope of services in order to respond quickly to conditions encountered during the demolition, surface preparation, and construction. All services will be provided by WJE in accordance with our *Terms and Conditions for Professional Services*, copy attached.

For planning purposes, we recommend that you establish a budget of **\$2,900.00** for Phase 3A services.

CLOSING

Thank you for giving Wiss, Janney, Elstner Associates, Inc. the opportunity to submit this Phase 3A services proposal. If you are in agreement with the terms and conditions set forth herein, please acknowledge your agreement by signing in the space designated below and returning a signed copy to our office.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Michael W. Lee, PE
Principal and Project Manager

Agreed and Approved (Phase 3A only):

Signature: _____

Printed Name: _____

Title: _____

As Agent or Principal for: _____

Date: _____



Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



Wiss, Janney, Elstner Associates, Inc.
6363 N. State Highway 161, Suite 550, Irving, Texas 75038
972.550.7777 tel
Texas Registered Engineering Firm F-0093
www.wje.com

July 18, 2022

Mr. Michael Queen
Aquatics Supervisor, City of Keller
405 Rufe Snow Dr.
Keller, Texas 76248

Keller Pointe Indoor Swimming Pool

Structural Assessment and Remediation
Fee Proposal for Engineering Services - Phase 3B
WJE No. 2022.1644.0

Dear Mr. Queen:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to submit this fee proposal for Phase 3B services related to structural repair of a concrete deck surrounding the indoor swimming pool at The Keller Pointe recreation facility located in Keller, Texas. This proposal describes a scope of services and an estimate of the cost associated with providing those services.

DESCRIPTION AND BACKGROUND

The swimming pool is undergoing a renovation project that includes replacement of the surrounding concrete slab. The contractor is Sunbelt Pools. The City of Keller (City) retained WJE in March 2022 to conduct Phase 1 services, which consisted of a structural condition assessment and development of schematic options for slab replacement. The Phase 1 services were completed in April 2022. The City selected the option of a structural floor slab. In May 2022, the City requested that WJE to initiate preparation of construction documents (CDs) depicting the replacement concrete slab. The preparation of CDs is identified as Phase 2 services and is currently in progress. In addition, an initial part of construction administration (CA) services, identified as Phase 3A, has been authorized and is in progress.

SCOPE OF PHASE 3B SERVICES

Phase 3B represents a second and final subphase of Phase 3 construction administration services anticipated during the contractor's installation of the replacement slab. Phase 3B was created by WJE at the request of the City to supplement and complete the work required during the contractor's structural concrete work at the site.

We will perform the following tasks in Phase 3B:

- Review of resubmittals and other items submitted by contractor subsequent to initial group of submittals reviewed in Phase 3A
- Review of substitution requests
- Review of requests for information (RFIs)
- Analysis of unforeseen conditions encountered by contractor during demolition and construction



- Five (5) site visits to observe the general progress of work
- Issuance of written site visit reports for each visit

Construction material testing (e.g., observation of reinforcing bar couplers, vapor barrier, and concrete) will need to be performed by a qualified laboratory acceptable to the building official. The scope of Phase 3B includes defining the scope of code-required testing and reviewing laboratory test reports.

COST OF SERVICES

We propose to provide our services on a time and expense basis using the standard hourly billing rates used in Phases 1 and 2. A time and expense basis allows flexibility in modifying the scope of services in order to respond quickly to conditions encountered during the demolition, surface preparation, and construction. All services will be provided by WJE in accordance with our *Terms and Conditions for Professional Services*, copy attached.

For planning purposes, we recommend that you establish a budget of **\$17,100.00** for Phase 3B services.

CLOSING

Thank you for giving Wiss, Janney, Elstner Associates, Inc. the opportunity to submit this Phase 3B services proposal. If you are in agreement with the terms and conditions set forth herein, please acknowledge your agreement by signing in the space designated below and returning a signed copy to our office.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Michael W. Lee, PE
Principal and Project Manager

Agreed and Approved (Phase 3B only):

Signature: _____

Printed Name: _____

Title: _____

As Agent or Principal for: _____

Date: _____



Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.